

040029

Vol 0139 page 571

**COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
HERITAGE ESTATES**

STATE OF TEXAS

COUNTY OF SOMERVELL

KNOW ALL BY THESE PRESENTS MEN:

WHEREAS, T.W. SMITH CUSTOM HOMES, INC., is the owner of the following described property to wit:

Lots 1 through 21, in Heritage Estates, a subdivision in the City of Glen Rose, SOMERVELL County, Texas according to Plat recorded in Vol. 139, Pg 568 Inst # 040028 of SOMERVELL County, Texas.

WHEREAS, T.W. SMITH CUSTOM HOMES, INC., desires to impress said property with restrictive covenants as hereinafter set forth:

NOW, THEREFORE, T.W. SMITH CUSTOM HOMES, INC., (sometimes referred to herein as 'Dedicator') does hereby adopt the plan and subdivision as reflected by the above described plat, does hereby dedicate to the use of the public the streets as shown thereon, and does thereby further impress said property described in the Plat with the following restrictive covenants which shall run with the land and being binding upon all parties and persons claiming said land or any part thereof unless amended or changed in whole or in part under the provisions set forth in this instrument. Any and all covenants of the owners of the said lots comprising said subdivision shall be deemed to be subject to the restrictive covenants herein set forth, which shall, for all legal purposes, be conclusively deemed to be a part of each deed of conveyance of any lots or portion thereof in said subdivision. Invalidity of any one of these covenants or restrictions by judgment or order of the court shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

(1) Definitions

The following words when used in the Declaration of any Supplement Declaration (unless the context shall otherwise clearly indicate or prohibit) shall have the following meanings:

- A. "Properties" shall mean or refer to the land described in the Plat of Heritage Estates recorded in the Plat Records of Somervell County, Texas.
- B. "Lot" shall mean and refer to any one of the plats or tracts of land shown upon the recorded subdivision map or plat may be amended from time to time, and upon which there is or is to be

constructed a residential dwelling unit in conformity with the building restrictions herein.

- C. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the properties, but notwithstanding any applicable theory of mortgage or other security device, shall not mean or refer to any mortgages or trustee under a Deed of Trust unless and until mortgages or trustee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
 - D. "Dedicator" shall mean and refer to T.W. Smith Custom Homes, Inc.
 - E. "Developer" shall mean and refer to T.W. SMITH CUSTOM HOMES, INC., its successors and any assignee, other than an Owner, who shall receive by assignment from the said Developer all or a portion, of its right hereunder as the Developer, by an instrument in writing expressly assigning such rights as Developer to such assignee.
- (2) **Architectural Control.** No building, fence, wall, or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the details, plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony or external design and location in relation to surrounding structures and topography by the Architectural Control Committee. This Architectural Control Committee shall be comprised of The General Partners of T.W. Smith Custom Homes, Inc., as chairman and two (2) other committee persons to be appointed by the chairman until fifty per cent (50%) of lots in The Subdivision have been sold and Living Units constructed thereon, or until December 31, 2010, whichever is later in time, at which time the members of the Architectural Control Committee shall thereafter be appointed by a two-thirds (2/3) majority vote of the property owners. In the event the Architectural Control Committee fails to approve or disapprove any such detail, design, plan, specification or location within thirty (30) days after submission to it, or in any event if no suit to enjoin has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. -
- (3) **Use.** No tract shall be used except for single family residential. The dwelling living area (that enclosed for heating and air conditioning) shall not be less than one thousand eight hundred (1,800) square feet on Lots 8 thru 21. The minimum living area of two thousand (2,000) square feet shall apply to Lots 1 thru 7. Any residence other than a single story residence must not have less than one thousand two hundred (1,200) square feet of ground floor living area exclusive of porches and garages. The Architectural Control Committee may reduce the square footage minimum by up to ten per cent (10%) at its sole exclusive option.
- (4) **Lot Area.** No lot shall be subdivided without the specific approval of the Developer.
- (5) No structure shall be located on any lot in front and rear of the lot setback lines shown on the Plat nor nearer than 7 ft. to any common interior side lot lines. The Dedicator does hereby reserve the right to eliminate the common interior side lot lines in the event that more than one (1) lot will be used for a common building site. For such purpose, the abandoned such side lot lines and will evidence such abandonment by instrument executed by the Dedicator and filed of record in the Real Records of Somervell County, Texas. For the Dedicator and the Dedicator's successors or assigns, a 7 ft. utility easement is

reserved along the side lot lines and a 15 ft. utility easement is reserved along the front and rear lot lines for the purposes of the installation and maintenance of utilities and drainage facilities. The Dedicator, its successors or assigns, reserve the right to abandon such easements including that situation which would allow a composite building site to be utilized by a common owner. Perpetual easements are reserved over and across the lots in the Subdivision for the purpose of installing, repairing, and maintaining or conveying to proper parties so that they may install, repair and maintain, electric power, water, telephone, and similar utility facilities and services for the properties in the Subdivision as follows: In instances in which surrounding terrain may necessitate the location of lines outside the precise areas designated as easement areas, access may be had at all reasonable times thereto for maintenance, repair and replacement purposes, without the lot owner being entitled to any compensation or redress by reason of the fact that such maintenance, repair or replacement work has proceeded. The easements reserved herein to the Dedicator may be used by any public or private utility company without the necessity of any further grant of such easement rights to such utility companies. No other easements of any type may be granted without prior written consent of the developer. This includes access and utility easements. Any easements granted without the Developer's prior written consent are invalid. Anyone who grants an easement without the prior written consent of the Developer agrees to pay damages to and the attorneys' fees of the Developer to have them removed.

- (6) No structure shall be erected that would exceed two stories high as measured from front street level.
- (7) No mobile home, trailer, tent, shack, garage, barn or other outbuildings or structure of temporary character shall at any time ever be used as a residence, temporary or permanent, nor shall any structure of a temporary character ever be used in any way or moved onto or permitted to remain on any lot.
- (8) With reasonable diligence, and in any events within six (6) months from the commencement of construction, any dwelling commenced shall be completed as to its exterior finish and appearance.
- (9) Roofs shall be of wood shingle, tile, 210 lb. composition shingle, or other material approved by the Architectural Control Committee. No flat-roof building or other structure is to be allowed in the Subdivision without special written approval of the Developer.
- (10) All dwellings shall be constructed of stone, masonry, brick, or of a glass building material of the kind usually used for outside wall construction, or such other material as may be approved by the Architectural Control Committee, to the extent of at least eighty per cent (80%) of the area of the outside walls on the first floor. The second floor of such dwellings shall be masonry; natural wood products or such material as may be approved by the Architectural Control Committee and any out building shall be of similar construction.
- (12) No television, radio or other similar antennas, masts or receiving or sending apparatus shall be erected on any lot exceeding a height of twenty feet (20') from the point of highest ground level, whether or not any such antenna, mast, or receiving or sending apparatus has its base on the ground or on any building. No lot or structure thereon shall be used as a base for any type of radio, television, or similar broadcasting system.

- (13) **Firearms.** The use or discharge of firearms is expressly prohibited within the Subdivision.
- (14) **Garbage and Trash disposal.** No lot shall be used as a dumping ground for rubbish, trash, or garbage. All waste shall be kept in sanitary containers. During the construction of improvements, no trash shall be burned, but shall be removed from the lot by the lot owner.
- (15) No noxious or offensive activity shall be permitted on any lot nor shall any nuisance be created thereon. No lot in this subdivision shall ever be used for any commercial purposes whatsoever, except for home business, profession or hobby, which would strictly conform to the following:
1. No signs;
 2. No activity which would attract automobile or pedestrian traffic to the lot; and/or
 3. Involve lighting, sounds, smells, or other offensive activity, which would adversely affect the peace and tranquility of any one or more of the other owners within the Subdivision.
- (16) **Animals.**
- a. No chickens, hogs, goats, horses or other farm or ranch animals may be kept on any tract or lot.
 - b. Dogs and cats, or other household pets, may be kept, provided they are not kept, bred or maintained for any commercial purposes, but only for the use and pleasure of the owners of such lots. All dogs or other animal kept for domestic use must be vaccinated and a record kept of such vaccinations and said animals kept within the fenced tract or on a leash at all times.
- (17) No trailer, camper, boat, or RV, etc, shall be parked, stored, or maintained on any lot in a manner as to be visible to street traffic. Additionally, garbage cans and racks shall be stored and maintained in a manner so as not to be visible to street traffic.
- (18) No sign shall be erected or maintained on any lot except for a "For Sale" or "For Rent" sign not exceeding three feet (3') by two feet (2') in size. Nothing hereon shall be deemed or construed as prohibiting the developer from erecting such signs as it shall deem necessary for purposes of advertising and promoting the Subdivision.
- (19) No drilling, development, refining, quarrying, mining or prospecting for minerals of any kind shall be permitted on any lot nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted to remain thereon. No derrick or other structure designed for use in boring for any minerals shall be erected maintained or permitted to remain on any lot.
- (20) **Drainage Structures.** Drainage structures under private driveways shall always have a net drainage open area of sufficient size top to permit the free flow of water without backwater. Minimum standard for construction of driveway culvert shall include the culvert pipe and safety ends with concrete or stone headwalls.
- (21) Mailboxes shall be constructed of brick or other material and design to match the residence as approved by

the Architectural Control Committee.

- (22) The garage door of any house or residence within The Properties must open to the rear or side of the house or as otherwise approved by the Architectural Control Committee. The phrase "open to the rear or side" as used in the preceding sentence shall be interpreted to mean that the garage door of any house or residence within The Properties must
- a. Open to the rear of the house (face the opposite direction from the property line in front of the affected dwelling unit)
 - b. Open to the side (approximately perpendicular to the property line in front of the affected dwelling unit)
 - c. Open as otherwise approved by the Architectural Control Committee.
 - d. Lots with less than ninety feet (90') of road frontage may request approval from the Architectural Control Committee for variance from rear/side entry.
- (23) Window curtains. Windows, which are located on a garage, should have some type of curtain to screen vehicles or equipment from outside view. If curtains have a design or color, which clashes with the exterior color selection, they should be lined to present a more pleasant appearance from the exterior.
- (24) Off-street Parking. Both prior to and after the occupancy of a dwelling on any lot, the owner shall provide appropriate space for off the street parking for his vehicle or vehicles; and no dwelling shall be erected without providing two covered enclosed spaces. In no case shall any carports be erected that are visible from the street.
- (25) Driveway. Driveways shall be of concrete material or other such material that is approved by the Architectural Control Committee.
- (26) Grass and Weeds. The owner of each lot shall keep grass, weeds and vegetation trimmed or cut so that the same shall remain in a neat and attractive condition, upon any failure of the owner to do so within ten (10) days after notice to said owner of such condition, the Developer or its agent may enter upon said lot to improve the same at the expense of the owner.
- (27) Each lot on which a dwelling unit is constructed shall have landscaping, including but not limited to, shrubs, flowers, trees, ground cover and grass, of a sufficient quantity and design to be compatible with landscaping on adjoining lots and the neighborhood setting intended for The Properties. Landscaping of a lot shall be completed within one hundred twenty (120) days after the date on which the Living Unit is ninety per cent (90%) complete. Lot owners shall use reasonable efforts to preserve, keep and maintain the landscaping in a healthy and attractive condition.

- (28) Developer to maintain unsold lots and parkway to completion.
- (29) **Fences.** Fencing along the setback line facing the street within the Subdivision property shall be of masonry, unpainted or stained wood, painted board rails, or decorative iron. No fences are permitted in front of the twenty-five foot (25') building line unless approved by the Architectural Control Committee. No chain link fences are permitted. Fences on Lots 1 thru 6 are limited to decorative iron. Wood fences on lots 7 thru 21 must be constructed so that the fence-post side of the fence is facing to the inside of the property.
- (30) **Sewage.** No outside toilets will be permitted except during construction of a home. No means of sewage disposal may be installed or used except the city sewer system that is installed in the entire Subdivision.
- (31) **Easements, etc.** Perpetual easements are reserved over and across the lots in the Subdivision for the purpose of installing, repairing, and maintaining or conveying to proper parties so that they may install, repair and maintain, electric power, water, telephone, and similar utility facilities and services for the properties in the Subdivision as follows: All easements shown on the recorded plat of the Subdivision are adopted as part of these restrictions, and in instances in which surrounding terrain may necessitate the location of lines outside the precise areas designated as easement areas, access may be had at all reasonable times thereto for maintenance, repair and replacement purposes, without the lot owner being entitled to any compensation or redress by reason of the fact that such maintenance, repair or replacement work has proceeded. The easements reserved and dedicated under the terms and provisions hereof shall be for the general benefit of the Subdivision as herein defined, and any other land owned or acquired by the Developer in the vicinity thereof, and shall also be to the benefit of and maybe used by any public or private utility company entering into and upon said property for the purposes aforesaid, without the necessity of any further grant of such easement rights of such utility companies. No other easements of any type may be granted without prior written consent of the developer. This includes access and utility easements. Any easements granted without the Developer's prior written consent are invalid. Anyone who grants an easement without the prior written consent of the Developer agrees to pay damages to and the attorneys' fees of the Developer to have them removed.
- (32) **Sight Distance at Intersections:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of an intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines
- (33) **Vehicles.** Vehicles with tonnage in excess of one (1) ton shall not be permitted to park on the street, driveways, or a lot overnight, and no vehicle of any size, which normally transports inflammatory or explosive cargo, may be kept in the Subdivision at any time.

- (34) **Covenants Running With the Land.** All the restrictions, covenants and easements herein provided for and adopted apply to each and every lot in the Subdivision and shall be covenants running with the land. Developer, its successors and assigns, shall have the right to enforce observance and performance of same, shall have the right in addition to all legal remedies or remedies elsewhere provided herein, to an injunction either prohibitive or mandatory. The owner of any lot or lots in the Subdivision affected shall likewise have the right either to prevent a breach of any such restriction or covenant or to enforce the performance thereof.
- (35) Since it is the purpose and intent of these covenants and restrictions that utility services in said addition shall be maintained underground, no poles, towers, or other similar structures, no overhead line, shall be installed for any purpose or on any building sites without written permission from the Developer except for a temporary power pole as needed to construct a house.
- (36) **Outbuildings.** All outbuildings of any type will be constructed of the same materials as the dwelling that it shares the lot with. No outbuildings may be located further than forty (40) feet from the house unless written permission is received from the Architectural Control Committee.
- (37) **Partial invalidity.** Invalidation of any covenant, restriction, etc. (by court judgment or otherwise) shall not affect, in any way, the validity of all other such covenants, restrictions, etc. all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the condition so violated or any other conditions, and the Developer shall have the right to enter the property of the violator and correct the violation or to require that the same is corrected.
- (38) Any term or provision of these restrictions regarding the improvement and use of a lot or lots in Heritage Estates may be amended by an instrument in writing, duly executed and acknowledged by the owners owning not less than two thirds (2/3) of all lots to which they are applicable, and filed for record in the Deed Records of SOMERVELL County, Texas.
- (39) The provision of these restrictions regarding the improvement and use of lots in Heritage Estates shall run and bind all land to which they are applicable for and during a term ending December 31, 2010, at which time they shall automatically be extended for successive periods often (10) years each unless terminated by instrument in writing, duly executed and acknowledged by owners owning not less than a two thirds (2/3) majority of all lots to which they are applicable, and Tommy Smith, General Partner, and filed for record in Deed Records, SOMERVELL County, Texas.

The Developer reserves the right to waive any of the provision set forth in this instrument as to any lot or lots shown on the plat heretofore described, such waiver shall be in writing and when duly recorded shall bind the dedicators, their successors, and all owners of lots shown on said plat. The Developer further reserves the right to alter or amend these restrictions in writing and which alteration or amendment when duly recorded shall be binding upon all owners of all lots shown on said plat.

The Developer may assign or convey appropriate instruments to any person or corporation, any or all of the rights, reservations, easements and privileges herein reserved by it, and upon the duly recording of such assignments or conveyance, their assigns or grantees, at their option, may exercise, transfer or assign such rights, reservation,

easements and privileges or any one or more of them at any time or times in the same way and manner as though directly reserved by them in this instrument.

Section 2. RESERVED RIGHTS OF DEVELOPER. Notwithstanding any other provision hereof, Developer reserved the right (upon application and request of the owner of an lot) to waive, vary or amend (by an appropriate letter to that effect addressed and delivered to such applicant owner by Developer) the application of any of these covenants and restriction to such lot if, in the sole discretion of the Developer such action be necessary to relieve hardship or permit good architectural planning to be affected. "The purpose for any such waiver granted by the Developer will be to allow variances that the Developer deems necessary and appropriate to address specific concerns of a property owner. The Developer will exercise his discretion in granting any variance with the intent and objective of maintaining the property values in the Subdivision."

Section 3. SALES OFFICE. Developer may designate the location of a Sales Office for use in offering lots for sale, and for all purposes incident thereto. Said use is intended as temporary, and shall cease at such time as seventy-five percent (75%) of the lots in all have been sold and Living Units constructed hereon.

EXECUTED this the 15th day of MARCH, 2005.

T.W. SMITH CUSTOM HOMES, INC.

By Tommy Smith
Tommy Smith, Partner
T.W. Smith Custom Homes, Inc.
General Partner

This Document has been received by this Office for Recording into the Official Public Records. We do not discriminate on the basis of Race, Creed, Color, Sex or National Origin.
STATE OF TEXAS COUNTY OF SOMERVELL
I hereby certify that this instrument was FILED on 3-15-05 at 10:44 AM, and was duly RECORDED on 3-22-05 in the named RECORD OF SOMERVELL COUNTY, TEXAS, in the Volume and Page as shown hereon.



Carson Quitt
COUNTY & DISTRICT CLERK
SOMERVELL COUNTY, TEXAS

BY VF 2/2/05

Sworn and Subscribed before me on This The 15 day of March, 2005

Debra Thompson
Notary Public



W. F. GUNN / KENNETH W. SMITH
Surveying and Aerial Mapping Co.
Box 249
Glen Rose, Texas 75043
1-214-897-3310 Fax 897-7032

Approved by the City of
this 14 day of March, 2007
[Signature]
Mayor - Protem

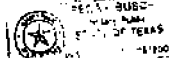
STATE OF TEXAS;
COUNTY OF DALLAS.

the owner of the same abating on the spot and where necessary
substantiated herein, and in person or through a duly authorized agent
disposes by the use of the funds received on tickets, gifts, permits,
undercarriage, drinks, ornaments and public places thereon therein
for the purpose and consideration therein expressed.

STATE OF TEXAS:
COUNTY OF BOWLING
Before me, the undersigned authority on this day personally appeared
Lyndell Smith

When we are to be the agents whose names are subscribed to the foregoing instrument and acknowledge to me that they executed the same for the purpose and consideration therein expressed and up the subject herein stated

Each order my name and kept on this too El day at Milwaukee, P.D.
Motor, Fuel - Bureau County, Texas Date 2-18-68



K. M. Wright
Kevin M Wright, Vice President

HERITAGE NATIONAL BANK
1807 HWY. 977 E.
P.O. BOX 1237
BRANDURRY, TEXAS 76048-9237

CERTIFICATE OF RECORD
THE STATE OF TEXAS
COUNTY OF COMANCHE

In testimony whereof, witness my hand and official seal of office,
this 2nd day of March 1905

Candace Garritt Bu
Candace Garritt
Clark County Court Virginia District
Salem County, Texas

[illegible]

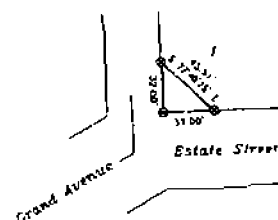
Plat of
"Heritage Estates"
in the City of Glen Rose, Somervell
County, Texas, being the tract conveyed to
T. W. Smith Custom Homes, Inc. by deed
recorded in Volume 132, Page 765 of the
Real Property Records of Somervell County
and being a part of Block 48 of the
Milam County School Land Survey,
Abstract 136 in Somervell County, Texas.

Surveyed in March 2005

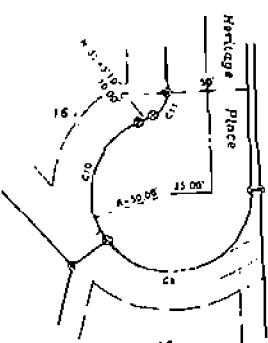
Kenneth W. Smith
Registered Professional Surveyor
No. 1632



Detail North Cul-de-Sac
(not in 1144)



Detail Entrance Lot



Detail South Cuba
1942-43

This is a detailed plat map of Block 37, showing lots 1 through 21, streets including Grand Avenue, State Street, and Park View Estates, and various survey measurements and bearings. The map includes a north arrow and a scale of 1 inch = 100 feet.

Map Details:

- Streets:** Grand Avenue, State Street, Park View Estates, Entrance Lot, and Avenue.
- Lots:** Lots 1 through 21 are shown, with lot numbers and acreage (e.g., 0.50 acres, 0.41 acres) indicated.
- Measurements:** Bearings (e.g., N 80° 15' E, S 70° 30' E) and distances (e.g., 112.43, 67.00, 88.00) are provided for lot boundaries.
- Other Features:** The map includes a north arrow, a scale of 1" = 100', and a title block at the bottom left.

Title Block:

MILAM COUNTY SCHOOL

Block 37

Scale 1" = 100'

North Arrow

Evans Addition at 7/19/11 SCRP

Block 37

Lot 1

Lot 2

Lot 3

Lot 4

Lot 5

Lot 6

Lot 7

Lot 8

Lot 9

Lot 10

Lot 11

Lot 12

Lot 13

Lot 14

Lot 15

Lot 16

Lot 17

Lot 18

Lot 19

Lot 20

Lot 21

Grand Avenue

State Street

Park View Estates

Entrance Lot

Avenue

Lot 1

Lot 2

Lot 3

Lot 4

Lot 5

Lot 6

Lot 7

Lot 8

Lot 9

Lot 10

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Lot 16

Lot 17

Lot 18

Lot 19

Lot 20

Lot 21

Grand Avenue

State Street

Park View Estates

Entrance Lot

Avenue

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Lot 3

Lot 4

Lot 5

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Lot 7

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Lot 21

Grand Avenue

State Street

Park View Estates

Entrance Lot

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Lot 21

Grand Avenue

State Street

Park View Estates

Entrance Lot

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Grand Avenue

State Street

Park View Estates

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Park View Estates

Entrance Lot

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Lot 3

Lot 4

Lot 5

Lot 6

Lot 7

Lot 8

Lot 9

Lot 10

Lot 11

Lot 12

Lot 13

Lot 14

Lot 15

Lot 16

Lot 17

Lot 18

Lot 19

Lot 20

Lot 21

Grand Avenue

State Street

Park View Estates

Entrance Lot

Avenue

Lot 1

Lot 2

Lot 3

Lot 4

Lot 5

Scale 1" = 100

MILAM COUNTY

JOSE ANTONIO HERNANDEZ SURVEY. A-42
to Dennis P. Gorgey, etuz Lot 2 Lot 3
Vol. 10/11 SCARP Summit Ridge Estate

Mura

⊗ Sat 9/8" von w/plastic
266 Hottelg "ans 314"

Auswertung in F&E-Form Datei
No 4047500030 T, Structure
date 4/3/1995, Limit at the
100 year time-chain is at
about

Building Lines and Utility Easements per below and per respective Covenants, Conditions, and Restrictions for respective states under which otherwise.

25' Building Line from rear lot lines
25' Building Line from rear lot lines
25' Building Line from side and rear corner lots
2' Building Line from side lot lines
15' Building Line from side/property lot lines
2' Utility Easement (UE) along side lot lines

All bearings and seals are based on the Truss 3441 Sealant System. North Central Inc. 1993 Octum.